

THIS INSTRUMENT WAS DRAFTED  
BY:

David B. Yelin, Esq.  
Jenner & Block  
One IBM Plaza  
Chicago, IL 60611

MAIL AFTER RECORDING TO:

Bradley V. Ritter, Esq.  
Kirkland & Ellis  
200 East Randolph Drive  
Chicago, IL 60601

7323355  
04/15/99 11:03 AM 26.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
REC BY: Z JOHANSON , DEPUTY - WI

Above Space For Recorder's Use Only

**UTAH  
SPECIAL WARRANTY DEED**

(Salt Lake City Sheet Plant, Salt Lake City, Salt Lake County, UT)  
(5.3.6)

**THIS SPECIAL WARRANTY DEED** is made this 12<sup>th</sup> day of April, 1999, by TENNECO PACKAGING INC., a Delaware corporation, formerly known as Packaging Corporation of America, a Delaware corporation, formerly known as PKG Corporation, a Delaware corporation ("Grantor"), having an address of 1900 West Field Court, Lake Forest, Illinois 60045, to PACKAGING CORPORATION OF AMERICA, a Delaware corporation ("Grantee"), having an address of 1900 West Field Court, Lake Forest, Illinois 60045.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does **CONVEY AND WARRANT** unto the Grantee, and to its successors and assigns, **FOREVER**, all the land, situated in the County of Salt Lake and State of Utah known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the Premises, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** the Premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the

7323355


f. 36779

Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Title Exceptions, the Grantor will warrant and forever defend the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.


The officer who signs this Special Warranty Deed hereby certifies that this Special Warranty Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its Vice President and attested to by its Assistant Secretary, the day and year first above written.

**TENNECO PACKAGING INC.**, a Delaware corporation

By:   
Name: James V. Faulkner, Jr.  
Its: Vice President

ATTEST:

By:   
Name: John Olsen  
Its: Assistant Secretary



**MAIL TAX BILLS TO:**

AVTAX Inc.  
1025 West Everett Road  
Lake Forest, IL 60045

**TAX PARCEL NOS.:**

15-01-329-003  
15-01-329-006  
15-01-329-007  
15-01-329-008

BOOK 8268 PAGE 4852

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

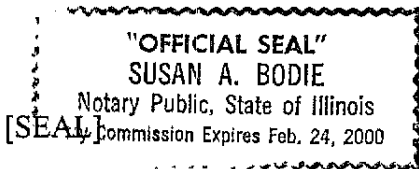
I, Susan A. Bodie, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that James V. Faulkner, Jr., personally known to me to be the Vice President of Tenneco Packaging Inc., a Delaware corporation, formerly known as Packaging Corporation of America, a Delaware corporation, formerly known as PKG Corporation, a Delaware corporation, and John Olsen, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of April, 1999.

Susan A. Bodie  
Notary Public

Name: Susan A. Bodie

Commission Expires: Feb 24, 2000



BOOK 8268 PAGE 4853

Salt Lake City Sheet Plant  
460 West 500 South  
Salt Lake City, UT  
Salt Lake County  
Site 5.3.6

EXHIBIT "A"

Legal Description

FOUR COPY  
CO. RECORDED

PARCEL 1:

West 3 rods of South 10 rods of Lot 3, and all of Lot 4, Block 44, Plat "A", Salt Lake City Survey.

PARCEL 2:

Commencing at the Southwest corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey; thence East 2.5 rods, North 20 rods, West 12.5 rods, South 10 rods, East 3 rods, South 10 rods, East 7 rods to beginning.

PARCEL 3:

Commencing 5 rods West from the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey, thence West 2.5 rods, North 20 rods, East 2.5 rods, South 20 rods to beginning.

PARCEL 4:

Beginning at a point 2.5 rods West of the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey; and running thence North 10.0 rods; thence West 2.5 rods; thence South 10.0 rods; thence East 2.5 rods to the point of beginning.

PARCEL 5:

Commencing with the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey and running thence West 2-1/2 rods; thence North 10 rods; thence East 2.5 rods; thence South 10 rods to the point of beginning.

PARCEL 6:

Commencing at the Southwest corner of Lot 5, Block 44, Plat "A", Salt Lake City Survey, thence North 10 rods; thence East 3 rods; thence North 33.2 feet; thence West 4 feet; thence North 131.8 feet; thence East 284.50 feet; thence South 20 rods; thence West 20 rods to the point of beginning.

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EXHIBIT B

TITLE EXCEPTIONS

- (a) real estate taxes, assessments and other governmental charges not yet due and payable or due but not delinquent as of the date hereof or being contested in good faith by appropriate proceedings;
- (b) mechanic's, workmen's, repairmen's, warehousemen's, carriers, or other like liens arising or incurred in the ordinary course of business for amounts which are not delinquent and which will not individually or in the aggregate have a Material Adverse Affect (as such term is defined in that certain Contribution Agreement dated as of January 25, 1999 among Grantor, Grantee and PCA Holdings LLC (referred to herein as the "Contribution Agreement"), original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business;
- (c) easements, quasi-easements, licenses, covenants, rights-of-way and other similar restrictions, including any other agreements, conditions, restrictions, or other matters which would be shown by a current title report or other similar report or listing;
- (d) any conditions that may be shown by a current survey, title report or physical inspection;
- (e) zoning, building and other similar restrictions, provided that none of the liens, charges, encumbrances, security interests, options or any other restrictions or third party rights listed in items (c) and (d) above and in this item (e) materially impairs the uses of the Premises as currently used or materially detracts from the value thereof as currently used;
- (f) liens, charges, encumbrances, security interests, options or any other restrictions or third party rights not described in items (a) through (e) above and which, individually or in the aggregate, would not have a Material Adverse Effect (as such term is defined in the Contribution Agreement); and
- (g) the following specific title exceptions set forth in Chicago Title Insurance Company title commitment bearing effective date of March 3, 1999:

Salt Lake City Sheet Plant  
460 West 500 South  
Salt Lake City, UT  
Salt Lake County  
Site 5.3.6

EXHIBIT B

TITLE EXCEPTIONS

(Continued)

1. Easements disclosed by Warranty Deed dated December 6, 1973, recorded December 7, 1973 as Entry No. 2586808 in Book 3472, Page 379 more particularly described as:

Subject to an unobstructed right of way 20 feet in width for egress and ingress of motor vehicles over Lots 5 and 6 of said Block 44, which easement shall be so located as to permit convenient passage of vehicles between 4th West Street and the South 50 feet of the North 215 feet of Lot 7 of said Block 44. Grantee may elect at a later date to convey an unobstructed right of way to 4th South Street not less than 16 feet in width over Lot 6 of said Block 44, in lieu of the aforementioned right of way, provided it is located in such a way as to be accessible to the South 50 feet of the North 215 feet of Lot 7 of said Block 44.

Subject to a perpetual Switch Track easement 16 feet in width over and across Lots 5 and 6 of said Block 44, which easement is intended for railroad egress and ingress to the North half of Lot 7 of said Block 44, such easement extending 8 feet to either side of the center line of the existing D & RGW Spur track across Lots 5 and 6 of said Block 44, and which center line intersects the lot line between Lots 6 and 7 at a point 157 feet South of the North line of said lots. This easement shall run with the title to the North half of Lot 7 of said Block 44.

2. The rights of a railroad to operate over and across portions of subject property as set forth in mesne documents of record.

13810971  
10/29/2021 9:42:00 AM \$40.00  
Book - 11261 Pg - 2370-2375  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 6 P.

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Packaging Corporation of America  
1 N. Field Court  
Lake Forest, Illinois 60045

6666346

15-01-329-001-0000

15-01-329-002-0000

(Space Above for Recorder's Use Only)

2266-17

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through separate mergers with The Western Pacific Railroad Company and The Denver and Rio Grande Western Railroad Company) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **PACKAGING CORPORATION OF AMERICA**, a Delaware corporation, whose address is 1 N. Field Court, Lake Forest, Illinois 60045 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in Salt Lake County, State of Utah, more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee, by the acceptance of this Quitclaim Deed, covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Environmental Covenants:**

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release and Indemnity. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR



MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers the 27<sup>th</sup> day of October, 2021.

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

Attest:

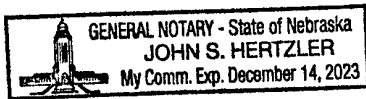
*B.J. Kubat*  
Assistant Secretary

By: *Chris D. Goble*  
Printed Name: Chris D. Goble  
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA )  
) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2021, by Chris D. Goble and B.J. Kubat, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.



*John S. Hertzler*  
Notary Public

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 26 day of October, 2021.

**PACKAGING CORPORATION OF AMERICA,  
a Delaware corporation**

By: [Signature]  
Printed Name: Georgia Kokkinias  
Title: Coy Puddin Manager Fr Red Edge

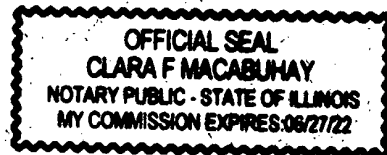
STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF IL                                    )

This instrument was acknowledged before me this 26 day of October, 2021, by Georgia Kokkinias, Corp. Purch Manager, II PACKAGING CORPORATION OF AMERICA, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal:

Clara J. Macabuhay  
Notary Public

(Seal)



Union Pacific Railroad Company

Exhibit A

LEGAL DESCRIPTION

That part of Lot 5, Block 44, Plat A, Salt Lake City Survey, Salt Lake County, State of Utah, described as follows:

Beginning at the northwest corner of said Lot 5; thence South 132 feet; thence East 49.5 feet; thence North 0.2 feet; thence West 4.0 feet; thence North 131.8 feet; thence West 45.5 feet to the point of beginning.

Along with

A Parcel of land located in Lot 5, Block 44, Plat A, Salt Lake City Survey, more particularly described as follows;

Beginning at point on the east right of way line of 500 West Street, said point being South 00°00'34" East 132.00 feet from the Northwest corner of Lot 5, Block 44 and running;

Thence North 89°57'46" East 49.50 feet;

Thence South 00°00'44" East 33.00 feet;

Thence South 89°57'46" West 49.50 feet to the east right of way line of 500 West Street;

Thence North 00°00'44" West 33.00 feet along the east right of way line of to the point of beginning.

Union Pacific Railroad Company  
Real Estate Department, Omaha, NE  
Date 10-13-2021  
Fld. No. 02266-17  
RRM